

RESOLUTION 2016-024

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; TO CONTINUE AN AUTOMATIC AID AGREEMENT WITH THE FRY FIRE DISTRICT TO MOST EFFICIENTLY COORDINATE AND DELIVER EMERGENCY SERVICES WITHIN THE GREATER SIERRA VISTA AREA; AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS, TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista is authorized to enter into an intergovernmental agreement with the Fry Fire District to provide a closest unit response philosophy within the greater Sierra Vista area; and

WHEREAS, the City of Sierra Vista encourages intergovernmental agreements to support the health and welfare of its citizens; and

WHEREAS, this agreement supports not only the welfare of the City of Sierra Vista, but all residents within the Fry Fire District through this plan as well; and

WHEREAS, City of Sierra Vista residents will benefit from a Fry Fire District 911 response when they are the closest unit to the emergency; and

WHEREAS, it has been the policies of the City of Sierra Vista and Sierra Vista Fire & Medical Services to enter into governmental agreements that result in increased service levels for those we serve;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the established policy of the City of Sierra Vista to enter into and comply with terms and conditions of intergovernmental agreements with other public agencies be, and hereby is, reaffirmed.

SECTION 2

An automatic aid agreement, attached and made a part hereof, as Attachment A, between the Fry Fire District and the City of Sierra Vista for emergency response delivery, be, and hereby is, approved.

SECTION 3

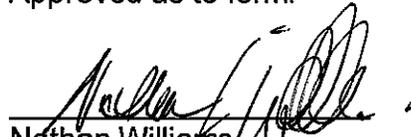
The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents, are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 28th DAY OF APRIL, 2016.



Frederick W. Mueller
Mayor

Approved as to form:



Nathan Williams
City Attorney

Attest:



Jill Adams
City Clerk

Prepared by:
Ronald York, Fire Chief

AUTOMATIC AID AGREEMENT
FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES
BETWEEN THE CITY OF SIERRA VISTA
AND
THE FRY FIRE DISTRICT

THIS AGREEMENT, is made and entered into this 28th day of April, 2016, by and between the CITY OF SIERRA VISTA, a municipal corporation organized under the laws of the State of Arizona (hereinafter referred to as City) and the FRY FIRE DISTRICT (hereinafter referred to as District), to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this agreement.

Witnesseth

WHEREAS, the City of Sierra Vista and Fry Fire District have been effectively engaged in automatic assistance for fire protection and all other emergencies between the City of Sierra Vista and the Fry Fire District since 2009; and

WHEREAS, it is the desire of the City and District to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of Sierra Vista city limits and the fire district boundaries of the Fry Fire District; and

WHEREAS, it is further the determination of each of the parties hereto that the decision to renew this Automatic Aid Agreement constitutes fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of resources available with respect to the providing governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel; and

WHEREAS, it is the desire of the City and District to continue an "Automatic Aid Agreement" for fire, rescue and medical department services.

NOW, THEREFORE IT IS AGREED:

1. DEFINITIONS. The following defined terms govern this Agreement:

a. "Automatic Aid" means a Party's provision of apparatus, personnel, and equipment to areas within the jurisdictional boundaries of each entity pursuant to agreed upon dispatch protocols and computerized dispatch procedures.

b. "Fire Chief" means the chief of the fire department/district.

c. "Incident Commander" means the individual charged with overall management and command of an emergency incident pursuant to the National Incident Management System, established by Presidential Directive for the purpose of managing emergency incidents.

d. "Jurisdictional Boundaries" is defined as the city limits for the City of Sierra Vista, and the fire district boundary for the Fry Fire District. This term does not refer to the expanded EMS district of the Fry Fire District.

e. "Mutual Aid" means the provision of such apparatus, personnel, and equipment as reasonably necessary and available to assist a Requesting Agency in matters relating to the Services as needed by a Requesting Agency, and as governed under the Cochise County Fire Association Mutual Aid Agreement.

f. "Requesting Agency" means a Party to this Agreement who has requested Mutual Aid from the other Party pursuant to the terms of this Agreement.

g. "Responding Agency" means the Party to this Agreement who has either (i) received a request from the other Party to provide Mutual Aid pursuant to the terms and conditions of this Agreement, or (ii) has been dispatched pursuant to the Automatic Aid protocols herein.

h. "Services" includes the following: fire suppression, emergency medical services (including Basic Life Support and Advanced Life Support), and specialized services typically provided within a municipal fire department or fire service agency, including but not limited to Hazardous Materials Response, Technical Rescue and Fire Investigation.

i. "Third party" means any person, firm or entity other than the Parties hereto.

2. INTERGOVERNMENTAL AGREEMENT. The City and District acknowledge that this Agreement is being entered into pursuant to the Intergovernmental Agreement Statue, Section 11-952, Arizona Revised Statutes.

3. **EMERGENCY DISPATCH.** The City and District agree to dispatch their respective assigned fire department unit(s) on an automatic basis. **Appendix A** of the agreement specifies the terms and conditions associated with said emergency dispatch.

4. **SCOPE.** It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations, and other types of emergency incidents that are within the standard scopes of services provided by the City or District.

5. **SPECIAL RESPONSE TEAM.** Each Party or combination of Parties that operate a special response team shall establish policies and procedures to meet all requirements set by state and federal law. Any specialized team shall have standard operational procedures or guidelines. Both parties agree to share their respective standard operational procedures or guidelines with one another.

6. **COOPERATIVE VENTURES.** This agreement shall encourage the development of cooperative procedures and protocols, including but not limited to, the possibility of joint purchasing, communications coordination, training, fire prevention services, public education, fire investigations, and other activities that will enhance the ability of the City and District to fulfill their missions.

a. Whenever possible, a Party that solicits bids for equipment and material purchases will conduct its solicitation in a manner that will allow other Parties to utilize its purchase contract. To enable other Parties to utilize this benefit, the initial contracting Party shall:

- i. Comply with the public bidding laws of the State of Arizona as they apply to such Party.
- ii. Provide in its bid specifications or contract documents that other municipal corporations may utilize the contract for independent purchases.

7. **NO LIMITATION.** Nothing in this agreement shall limit the ability of either the City or the District from agreeing to participate in more specific contracts for services, the Cochise County Fire Association Mutual Aid Agreement, or automatic response, nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.

8. **EQUIPMENT OWNERSHIP AND EMPLOYEE CONTROL.** The City and the District shall each retain ownership of any equipment or property it brings to the performance of this agreement and shall retain ultimate control of its employees. City and District are also responsible for holding and maintaining its own liability, auto and equipment insurance on any and all vehicles and equipment, to include times when the other party may utilize such.

9. AUTOMATIC AID RESPONSE ELEMENTS. The City and the District further agree to the following standard service criteria as the primary response system elements of this automatic aid agreement (dispatch related elements contained in Appendix A).

- a. The City and District will use standard command procedures established through the National Incident Management System (NIMS). Any incident related to this Agreement shall be governed by the "Incident Command System" as established through NIMS. City and District agree to adopt and maintain ICS and associated operating procedures for daily use that are in conformance with national standards.
- b. The City and District agree to respond to any/all calls for assistance under the "closest unit response" parameters set within this agreement and the procedures in the joint dispatch center. Personnel and equipment will be used to mitigate the emergency until the unit having jurisdictional responsibility arrives on scene. All medical transport will be conducted by the jurisdiction having responsibility for the location in which the call for service occurred unless requested otherwise by the jurisdiction.
- c. Both the City and District will develop and maintain mutually agreeable standard operating procedures (SOPs) that are consistent with the provisions of this agreement and national standards.
- d. To ensure compatibility of equipment, the City and District shall maintain a mutually agreed upon inventory of equipment based upon minimum NFPA standards, including hoses, couplings, pump capacity, communications equipment, and shall maintain the minimum standard amount of equipment on each type of apparatus (as recommended by related NFPA) standards. The City and District shall utilize the National NIMS apparatus numbering system and standardized terminology for apparatus, and each party shall retain ownership of its own equipment.
- e. The City and District shall use standardized response criteria (i.e. pre-established type and number of apparatus that will automatically dispatched based on type of call as per standard NFPA and ISO recommendations). The dispatch system can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction. This includes the capability to automatically dispatch selected specialty units.
- f. Automatic Aid-System participants recognize the importance of service delivery and personnel safety issues. The City and District agree that the minimum staffing levels for engines and ladders is three members.
- g. The City and District agree to the use of specialized unit resources. The assignment of a specialized unit to an incident relies on predefined response levels to specific types in incidents, the closest specialized unit to the call, and/or any special call for resources made by an incident commander that is

not pre-programmed in the computer aided dispatch system. This includes, but is not limited to hazardous material support, technical rescue support, loss control, rehab, command utility, brush, and water tenders.

- h. The City and District agree that automatic aid is reciprocal. While automatic aid does not ensure that the City or District will receive the exact same amount of assistance as it gives, it does mean that both jurisdictions will provide some assistance outside its jurisdictional boundaries and that the level of service delivered within the automatic aid system will be comparable.
- i. Calls outside the response boundaries of the automatic aid response system shall be considered mutual aid where such written agreements exist. Requests for and responses to mutual aid will be at the sole discretion of the department involved.
- j. Nothing in this agreement shall preclude either the City or District from utilizing mutual aid agreements once dispatched to a scene within the jurisdictional boundaries, regardless of the location of the scene.

10. TRAINING. It is the desire of the City and District to insure that both jurisdictions' responders have the same level and type of training as a means of safety, consistency and efficiency. Both agencies agree to participate in joint training, including entry level training, mini academies, refresher training, and system training. It is understood that the City and District will share their respective training resources including training sites, equipment, classrooms, and instructors where necessary. When costs are incurred for outside trainers, both parties will share equally or proportionately in those costs.

- a. City agrees to coordinate and schedule training in accordance with NFPA and state requirements. City agrees to provide qualified personnel to conduct monthly, on- going, and technical subject training.
- b. City and District command staff will meet periodically to plan ways in which training can be maximized between the two jurisdictions. Both jurisdictions agree that training will be selected and offered consistent with national standards and recommendations as well as departmental and community needs as they arise.
- c. All fees associated with certifications will be paid by department responsible for the employee. Personnel costs, including overtime, are the responsibility of the respective agency.

11. NO THIRD PARTY CAUSE. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

12. REIMBURSEMENTS. The Requesting Agency shall not be obligated to pay the Responding Agency for any damage to, loss of, or any expense(s) incurred in the operation of any equipment used in responding for aid, or for the cost incurred in connection with such requests, as long as the Requesting Agency's negligence was not the cause of such damage, loss or expense except as may be mutually agreed between the City and District in a separate agreement.

- a. In the event an emergency is declared, this Agreement shall not constitute a waiver of the rights of the respective participants to claim State and/or Federal reimbursement.
- b. This agreement does not preclude either Participant from pursuing allowable reimbursements from responsible parties as allowable, under State or Federal law.
- c. In the event of declared disasters or emergencies, participants may apply for reimbursements from the County, State, or Federal agencies. Any such reimbursements and the processing of such claims are the sole responsibility of the respective jurisdiction.
- d. Any single event that would result in a loss greater than \$1000.00 of any expendable good(s) shall be billed to the jurisdiction having responsibility.

13. FACILITIES AND EQUIPMENT. The City and District agree to the following regarding use of facilities and equipment:

- a. The City and District may jointly use facilities and equipment owned or provided either party, as allowed by the owning entity ("Hosting Party"). The Hosting Party shall take reasonable measures to ensure the site is safe when such facilities or equipment are being used for conducting training. In the instance of a loan of equipment or apparatus the agency who receives the item(s) shall be responsible of said item(s).
- b. All equipment and property owned or acquired solely by a Party hereto shall remain the equipment and property of that Party.
- c. Except as expressly provided herein, the Requesting Agency shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Mutual Aid. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each party through the purchase of casualty insurance or self-insurance as opposed to seeking reimbursement from other Parties.

- d. In the event either Party has equipment or a vehicle that is temporarily out of service and has an immediate need for that type of equipment and the other Party has similar reserve equipment available, the Party in need may request that the other Party lend the necessary equipment, such availability and authorization at the lending Party's sole discretion. The Party borrowing the equipment shall be responsible for the maintenance of the loaned equipment during the period of time it is in their custody. The Party borrowing the equipment shall return the equipment to the lending Party when requested or when the equipment is no longer needed, whichever occurs first. The borrowed equipment shall be returned in a clean condition and within the same operable condition as it was provided. Failure to do so shall result in a written claim provided to the borrowing Party detailing the costs necessary to bring the equipment up to the condition originally provided. In that case, the borrowing Party agrees to pay the full amount of said claim within 30 days of receipt, subject to reasonable dispute resolution procedures.
 - i. The Party supplying the equipment and the Party borrowing the equipment shall enter into a written agreement in advance as to which Party's insurance shall cover the equipment if damage occurs while the equipment is being borrowed. In the absence of any such agreement, the lending Party's insurance shall be responsible.
 - ii. The Party receiving the equipment shall ensure that all employees who will be operating the equipment are properly trained to operate the specific equipment being borrowed.
 - iii. Each Party understands that it is responsible under applicable regulations to maintain its equipment, including the equipment available to be loaned pursuant to this Agreement, in accordance with applicable manufacturer's specifications and any applicable laws and regulations.

14. AGREEMENT ADMINISTRATION. Unless agreed otherwise in writing, there shall be no lead agency responsible for the administration of this Agreement. The Chief Officers of the respective Parties shall administer this Agreement jointly.

- a. The Fire Chief or Chief Executive Officer of each Party shall meet periodically to review all of the operations of this Agreement.
- b. Approval of amendments to this agreement shall be made in accordance with ARS§11-952 and the provisions of Section 21.

15. IMMIGRATION REFORM ACT. The parties hereto understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Each party agrees to comply with IRCA in performing under this Agreement and to permit inspection of its personnel records to verify such compliance.

16. **WORKERS COMPENSATION.** Each party will notify their employees in accordance with the provisions of the Arizona Workers Compensation Law, specifically, ARS §23-1022 or any amendment thereto, and that all such notices as required by such laws shall be posted in accordance with said law. Each party hereto further grants consent to each other the right to inspect the premises and work place of each party to ensure compliance with said notice posting requirements, said consent being provided to the appropriate emergency services and/or risk management function of each agency.

17. **EMPLOYEES.** No employee of the City or District shall be deemed to have become an employee of the other Party or be covered by any insurance or pension plans of another Party by the employee's participation in the performance of this Agreement, unless otherwise specified by law.

18. **NO JOINT VENTURE.** No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between the City and District.

19. **OTHER AGREEMENTS.** The District agrees that the City reserves the right to provide dispatch services to other jurisdictions, or in partnership with Cochise County, under a separate agreement(s). The parties further agree that nothing in this agreement shall be construed as to limiting the City's or District's ability to enter into subsequent automatic aid agreement(s) with other agencies.

20. **ANNEXATION.** The District recognizes that the City has an aggressive annexation policy and that as a result, the City may attempt to annex certain areas within the jurisdiction of the District.

21. **PERIODIC REVIEW.** This Automatic Aid Agreement shall be reviewed jointly by both parties as specified in Section 14, or as deemed necessary.

22. **TERMINATION.** The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of ARS §38-511. No modification, termination or amendment of this Agreement may be made except as otherwise provided herein by written agreement signed by both the City and District in conformance with ARS §11-952.

- a. Any notices given under this Agreement shall be deemed to be sufficient if in writing and delivered personally or sent via certified mail to the Party affected at the address set forth on the signature page.
- b. The City and the District shall have the right to withdraw from this Agreement at any time during the term of this Agreement, by providing the other party with a minimum 60 day written notice of its intention to terminate. If either party terminates, this agreement is declared null and void and any and all equipment being borrowed by either party shall be promptly returned.

- c. In the event of withdrawal or termination, the withdrawing Party shall work with that agency, in good faith, to coordinate a reasonable phase-out period of Automatic Aid services.
- d. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by both parties as a formal amendment to this agreement.

23. INSURANCE. For the duration of this Agreement, the City and District shall maintain its own public liability and property damage insurance or be self insured against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. Each party shall provide documentation of liability and property damage insurance to the other party no later than August 1 of each calendar year. Such documentation shall be submitted to the City Clerk for the City, and the Fire Chief for the District. It is expressly understood that no Party shall be responsible to provide the other Party's employees with coverage. Both parties shall name the other as additional insured with their respective liability policies.

24. PARTICPATION REQUIREMENTS. In the event this agreement terminates then, within (30) days of the effective date of the termination, both parties shall apply to the Arizona Department of Health Services to amend their respective CON's by deleting them from all areas within the jurisdiction (being the areas served by each party prior to this agreement) of the other party. Both parties shall do all things necessary and incident to process their amendments to accomplish the purpose of withdrawing from the jurisdiction of the other party.

25. INDEMNIFICATION. To the extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Parties, their officers, officials, employees, volunteers and/or agents from any and all claims., demands, causes of action, lawsuits, costs, including reasonable attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees, volunteers and/or agents in connection with the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement. To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Parties. In this regard each Party utilizing a self-insurance retention program waives subrogation for any payment hereunder.

26. VALIDITY OF AGREEMENT. Any invalidity, in whole or in part, of any provision of this Agreement, shall not affect the validity of any other of its provisions.

27. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and District concerning the matters addressed herein. This Agreement supersedes and nullifies any previous agreements or understandings, whether written or oral, between those Parties to this Agreement.

28. DISPUTE RESOLUTION. Notwithstanding the foregoing, if a dispute arises out of or relates to the Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Cochise County to assign a Mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool or any other qualified list as determined by the presiding judge.

29. EFFECTIVE DATE AND TERM. This agreement shall become effective on July 1, 2016, and have a term of five years with up to five additional one-year terms which shall automatically renew unless notified in writing by either party. This agreement shall only be implemented upon the approval of the Fire District Board and the City Council, and in accordance with the following:

- a. District and City shall provide documentation that it meets the Automatic Aid Response Elements contained within Section 9 of this agreement.

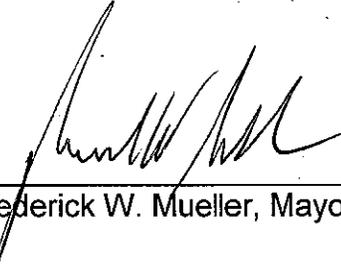
IN WITNESS WHEREOF, this Agreement is executed on the year and date first written above.

SIGNATURE PAGE- CITY OF SIERRA VISTA

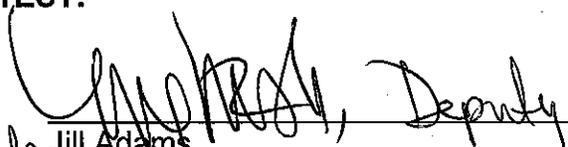
JURISDICTION: City of Sierra Vista

IN WITNESS WHEREOF, the City caused this instrument to be executed by its officials duly authorized to execute the same on the day and year first above written. DATED this 28th day of April, 2016.

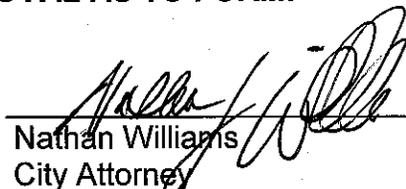
CITY OF SIERRA VISTA

By: 
Frederick W. Mueller, Mayor

ATTEST:

By: 
Jill Adams
City Clerk

APPROVAL AS TO FORM:

By: 
Nathan Williams
City Attorney

SIGNATURE PAGE- FRY FIRE DISTRICT

JURISDICTION: Fry Fire District

IN WITNESS WHEREOF, the District caused this instrument to be executed by its officials duly authorized to execute the same on the day and year first above written.

This 20th Day of April, 2016.

FRY FIRE DISTRICT

By: 
ARTHUR NASH
Chairman of the Board


JAMES BARNETT
Clerk of the Board

APPROVAL AS TO FORM:

By: 
Fry Fire District Legal Counsel
Leonard & Felker, P.L.C.

APPENDIX A Dispatch Services

A-1. PURPOSE. The City agrees to provide consolidated dispatch services for the District under the terms and conditions of this section until such time as the City and Cochise County enter into an agreement for regional dispatch services, at which time the District shall enter into an agreement with the operator of said regional dispatch services and this Appendix shall become void

A-2. CITY SERVICES. The City agrees to operate a Dispatch Center in compliance with all applicable local, state and federal laws. The following describes the services to be provided by the City to the District, for compensation enumerated in Section A-3.11:

- I. Equipment:
 - A. City shall provide all needed on-site personnel, facilities, work spaces, equipment and utilities needed to operate a Dispatch Center for fire suppression and emergency (including medical), police, and animal control dispatching for the City, the District and any future participating agencies as is the City's sole determination. This includes training, supervision, compensation, insurance, benefits, licenses, or other requirements necessary for the personnel needed to operate said Dispatch Center.
 - B. City shall provide remote or local radio base/repeater stations and control stations necessary to provide coverage within all areas of the Sierra Vista City Limits, to include County enclaves. The City shall also provide console systems capable of connecting to either a 2-wire or 4-wire circuit and employ either tone or E&M signaling. Direct Current (DC) signaling will not be supported.
 - C. City shall provide the necessary equipment in the Dispatch Center to support Mobile Data Computers and Automatic Vehicle Locators for its own emergency vehicles, the District's, and any future participating agencies. City will use a Computer Aided Dispatch (CAD) system that automatically selects the closest, most appropriate unit(s) for dispatch.
 - D. The City reserves the right to determine the most efficient and effective hardware and/or software necessary to provide sustainable dispatch services to its service area. The City agrees to consult with the District and any other participating agencies when such decisions shall require a monetary investment by those agencies, and provide a minimum notice of 180 days when additional purchase are required to maintain the level of dispatch services, except in an extraordinary emergency.

II. Technical Services:

- A. The City agrees to provide information technology services necessary on equipment owned and operated by the City of Sierra Vista but related to the successful operation of a dispatch system for the District. These services include: data input and conversion; system administration for dispatch and server equipment; hardware and software upgrades; technical reach-back analysis; configuration management; technical assistance; and communication liaison support with software and hardware providers.
- B. The City may make purchases for software or equipment on behalf of the District where expedient or beneficial, but shall not do so without written agreement and commitment of reimbursement or pre-payment.
- C. The City may provide emergency call-out technical services to the District if pre-arranged in advance of such call-out.

A-3. DISTRICT SERVICES AND OBLIGATIONS. The following terms specify the District's responsibilities related to equipment and dispatch services:

I. Equipment.

- A. District agrees to, at its sole expense, identify, purchase and install all hardware and software necessary for District's own vehicles and administrative and operational offices/stations to enable the City's Dispatch Center to effectively communicate and dispatch calls as defined in this Appendix.
- B. District shall maintain a contractual or employment obligation with a qualified technical service provider(s) who can provide maintenance, trouble-shooting, software and hardware installation, and other related duties on a regular and emergency basis in order to address issues associated with successful communication with City's Dispatch Center.
- C. District shall be responsible for all communication towers and associated equipment needed to relay emergency calls within the District's service area, except those areas completely surrounded by city limits. Any upgrades, new towers or other equipment required to meet this standard shall be at the sole expense of the District.
- D. After the start date of this agreement, District agrees to obtain City approval for any new or replacement equipment or software if necessary to connect with Dispatch Center or otherwise affect dispatching services provided by the City under this agreement. District shall not order, encumber or purchase said equipment or software until City submits its approval in writing.

II. Other.

- A. The City Manager and Fire Chief are hereby given full authorization to negotiate and execute amendments to this agreement if operational in nature and fit within the policy confines of the IGA.

A-4. PROTOCOLS. The following terms describe the parameters under which the City and District shall jointly engage in communication through the Dispatch Center.

- I. The District agrees to use only the City's protocols in communicating with dispatchers and among other emergency response providers on the same frequency(s).
- II. City agrees to consult with District and any other participating agencies on significant changes to protocols prior to implementing any changes.
- III. City agrees to use its best efforts to dispatch manpower and/or apparatus within one (1) minute of receiving a call for fire/EMS service.